

FEBRUARY 28, 2003

~~FEBRUARY 28, 2002~~

CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2001~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CARD ACCESS SYSTEMS REPAIR & MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on February 18, 1998.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF DD/mm

Attach

Copy to: Clerk of the Board
Steve Varscsak, ~~FEMD~~ **FMD**
Carol Steele, County Attorney's Office
Stephen Krausnick, Kevin Rodriguez, Sheriff's Office
Nancy Harris, James Vanar, Animal Control Services
~~Tom Russell, Public Health~~
~~Gabriela Varadi, Flood Control~~
Monica Mendoza, Materials Management

CONTACT KAREN BERRY @ 506-3248 FOR ADMINISTRATIVE QUESTIONS.

SPECIFICATIONS ON CALL FOR BIDS FOR:

**CARD ACCESS SYSTEMS REPAIR AND
MAINTENANCE**

1.0 INTENT:

To provide building card access systems and parking gate access system repair as full coverage maintenance or as needed services for Hirsch Electronics Corporation brand systems at various facilities throughout Maricopa County.

2.0 SCOPE OF WORK:

Card access systems repair and maintenance shall be provided to the County departments either as a FULL MAINTENANCE service or AS NEEDED service. Full maintenance service shall include all labor, (both regular and emergency hours), all parts/components such as, but not limited to: controllers, expansion boards, card readers, mounting plates & posts, door strikes, wiring (internal and external to the building), power supplies, monitors, keyboards, and software (the PC unit). As needed service shall be billed per hour and parts billed as discounted.

3.0 TECHNICAL SPECIFICATIONS:

3.1 REGULAR SERVICE hours for repairs shall be made available to the County 8:00AM - 5:00PM Monday through Friday, excluding County Holidays. All other times shall be considered EMERGENCY AFTER HOURS.

3.2 Contractor shall respond on-site within four (4) hours of receiving a REGULAR SERVICE request. EMERGENCY AFTER HOURS request shall have a two (2) hour on-site response time.

3.3 Contractor shall provide two (2) preventive maintenance inspections (PMI) schedules per year if County department opts for the full maintenance service program. PMI calls must be arranged via a mutually agreeable date for the PMI visit.

3.4 Preventive Maintenance Inspections shall consist of:

3.4.1 Inspect and test the security alarm system with full diagnostic report.

3.4.2 Inspect and test all readers and keypads for integrity of operation.

3.4.3 Inspect and adjust if necessary all electro/mechanical locking devices attached to the system.

3.4.4 Inspect and test all alarm points associated with the system.

3.4.5 Inspect and test all workstation software.

3.4.6 Inspect and test all alarm software.

3.4.7 Inspect and test all parking lot gate system operations and software (where applicable).

3.4.8 Training will be provided by Contractor to the User Agency as to the proper operation and complete understanding of any card access security systems. This will be at no cost to the County if a FULL MAINTENANCE program is purchased.

3.0 TECHNICAL SPECIFICATIONS: (continued)

3.4 Preventive Maintenance Inspections shall consist of: (continued)

3.4.9 Full maintenance shall include all parts, software programming, and labor to maintain the system to a functional level.

3.5 Computer system software programming support shall be included in any full maintenance PMI program purchased by the County. Software programming support for AS NEEDED service will be billed at bid labor rates.

3.6 Contractor shall provide to the County department a written report as to the condition of the equipment following each PMI.

3.7 Training of County operators for a system NOT under a full maintenance program shall be billed at regular service hourly rates.

3.8 Repairs to the card access system not under a full maintenance program shall carry a one (1) year warranty covering parts and thirty (30) days on labor for specific repairs only.

3.9 Damage incurred to any system by the County (or events not caused by the Contractor) are excluded from any warranties or PMI program coverage.

3.10 120V AC power supply from the building to the system shall be the responsibility of the County.

3.11 Updating of any systems equipment will require complete justification with detailed costs, with written approval from the County department. This applies to both FULL MAINTENANCE and AS NEEDED service programs.

3.12 New system installation for sites not listed in this contract shall be covered under separate bid and not part of this solicitation. However, existing buildings that have a Hirsch card access system may be upgraded or additions/deletions performed under this contract using labor rates in §6.7)

3.13 In the event equipment must be taken to Contractor's shop for repairs, the Contractor must leave a compatible loaner at no additional cost.

3.14 SITE ADDRESS AND INVENTORY:

3.14.1 Flood Control Administration
2801 W. Durango
Phoenix, AZ

SAM2 Workstation 133 MHz	1
Model 8 Controller	1
Alarm Expansion Boards	2
Relay Expansion Board	1
Alarm Controller/Network Card	1
Scramble Pad HI Intensity	5
Reader Interface	5
Mullion Prox Reader ASR503	8
Line Suppression Module	32
4 Amp Power Supply	2
Electrified Panic Device	4
Power Transfer Loop	4

Magnetic Lock	1
Request for Exit Modification	1
Communication Expander	1
Scramble Network Station	1
22-2 Pair Twisted Shielded Plenum	1000
22-1 Pair Twisted Shielded Plenum	5000
18-1 Pair Twisted Shielded Plenum	1000

3.0 **TECHNICAL SPECIFICATIONS: (continued)**

3.14 SITE ADDRESS AND INVENTORY: (continued)

3.14.2 Flood Control Operations
2801 W. Durango
Phoenix, AZ

Model 2 Controller w/Network Card	1
Relay Expansion Board	1
Alarm Expansion Board	2
Scramble Pad HI Intensity	2
Line Supervision Module	16
Mullion Prox Readers ASR503	4
4 Amp Power Supply	1
Electrified Panic Device	1
Power Transfer Loop	1
Reader Interface Board	2
22-2 Pair Twisted Shielded Plenum	500
22-1 Pair Twisted Shielded Plenum	500
18-1 Pair Twisted Shielded Plenum	1000

3.14.3 MCDOT Administration
2901 W. Durango
Phoenix, AZ

SAM2 Workstation 133 MHz	1
Mullion Prox Readers ASR500	17
Mag Lock w/ Filler Plate	8
Airphone Video Intercom	1
Touch Sensor Bar	8
4 Amp Power Supply	1
1 Amp Power Supply	3
Rutherford Electric Strikes	7
Model 8 Controller w/Network Card	1
Model 2 Controller w/ Network Card	3
Alarm Expansion Boards	8
Line Modules	1
Reader Interface Board	11
22-2 Pair Twisted Shielded Plenum	6000
22-3 Pair Twisted Shielded Plenum	2000
18-2 Pair Twisted Shielded Plenum	3000
18-2 Pair Twisted Shielded Plenum	1000

3.14.4 County Administration Building
301 W. Jefferson St.
Phoenix, AZ

SAM2 File Server 133 MHz	1
Card Enrollment Station	1

Card Enrollment Reader	1
Network Multiplexer	2
Model 2 Controller w/Network Card	1
Memory Expansion Board	1
Alarm Expansion Board	1
Reader Interface Board	2
Mullion Prox Reader ASR503	2
Line Supervision Module DTLM2	2
Line Supervision Module MELM1	8

3.0 TECHNICAL SPECIFICATIONS: (continued)

3.14 SITE ADDRESS AND INVENTORY: (continued)

♦Elevator Control Man Trap:	
Model 8 Controller w/ Network Card	3
Digi-Trac Relay Control/Network	1
Memory Expansion Board	3
Reader Interface Board	19
Wall Switch Prox Reader ASR505	19
Alarm Expansion Board	3
Line Supervision Module DTLM2	6
Line Supervision Module MELM1	6
Panic Button	6
Door Release Button	12
Heavy Duty Door Strike	19
4 Amp Power Supply	1
22-2 Pair Twisted Shielded Plenum	300
22-1 Pair Twisted Shielded Plenum	100
18-1 Pair Twisted Shielded Plenum	2500
RS 485 Communication Plenum	2500
♦Basement:	
Model 8 Controller w/Network Card	1
Memory Expansion Board	1
User Capacity Expander to 16,000	1
Reader Interface Boards	7
Mullion Prox Reader ASR503	7
Alarm Expansion Board	1
Line Supervision Module	8
Heavy Duty Door Strikes	7
4 Amp power Supply	1
22-2 Pair Twisted Shielded Plenum	2000
18-1 Pair Twisted Shielded Plenum	2000
RS 485 Communication Plenum	500
♦Fitness Center (LL):	
Model 2 Controller w/ Network Card	1
Reader Interface Board	1
Mullion Prox Reader ASR503	1
Line Supervision Module	1
Integrated Electric Door Switch	1
Electrified Hinge 8-wire	1
2.5 Amp Power Supply	1

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22-2 Pair Twisted Shielded Plenum	250
22-1 Pair Twisted Shielded Plenum	150
18-1 Pair Twisted Shielded Plenum	150
RS 485 Communication Plenum	250
♦1st Floor Treasurer:	
Panic Button	15
Line Supervision Module	16
22-2 Pair Twisted Shielded Plenum	2000
♦2nd Floor:	
Line Supervision Module	1
Panic Button	1
22-1 Twisted Shielded Plenum	250
♦5th Floor:	
SAM2 Workstation 1330 MHz	1
Communications Expander	1

3.0 TECHNICAL SPECIFICATIONS: (continued)**3.14 SITE ADDRESS AND INVENTORY: (continued)**

3.14.5 Facilities Management Building and Parking Garage
401 W. Jefferson St.
Phoenix, AZ

SAM2 Workstation 133 MHz	1
Model 8 Controller w/Network Card	1
Model 2 Controller w/Network Card	4
Alarm Expansion Board	1
Memory Expansion Board	3
Reader Interface Board	15
Gate Entry Mounting Post	4
Mullion Prox Reader ASR503	8
Wall Switch Prox Reader	7
Line Supervision Module	15
22-2 Pair Twisted Shielded Plenum	1300
22-1 Pair Twisted Shielded Plenum	1050
18-1 Pair Twisted Shielded Plenum	1300
RS 485 Communication Plenum	1000

3.14.6 Public Health
1825/45 E. Roosevelt
Phoenix, AZ

♦Parking Gate System:	
SAM1 Workstation 100 MHz	1
Model 2 Controller w/Network Card	1
Mullion Prox Reader ASR503	2
Reader Interface Board	1
Intercom Power Supply	1
Enrollment Station	1
Gate Entry Mounting Post	2

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona Registrar of Contractors license for low voltage communications #L-67. **Proof of such must accompany bid package.**

4.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized Hirsch service station. The station shall be capable of supplying and installing component parts, troubleshooting, providing software support, and repairing and maintaining the equipment.

Contractor's technical staff must be thoroughly trained on Hirsch card access systems with a minimum 2 years experience, having manufacture's certification on hardware installation, software programming, systems maintenance, and completely familiar with the specified requirements and methods needed for proper performance of this Contract. Proof of staff certification must accompany bid package

The Contractor shall maintain trained staff to support the specifications herein.

4.3 Contractor must provide the County a toll free telephone service for system support.

4.0 CONTRACTOR REQUIREMENTS: (continued)

- 4.4 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) hours to correct the work. Labor for all rework will be at no cost to the County. Due to the essential nature of sites requiring a workable access control system, failure to provide expedient rework and a workable system, the County reserves the right to procure services from another source and deduct such costs from Contractor's billing.
- 4.5 A Maricopa County Sheriff's Office and/or County Attorney's background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 4.6 Contractor shall supply all labor, supervision, tools, test equipment, and transportation needed to perform the requirements of this Contract. Charges for travel time are not to be charged to the County.
- 4.7 **BILLING:** All invoices must be submitted to the County department making the request for service or paying for the full maintenance program. The Contractor must establish a purchase order with the using department prior to undertaking any work. Invoice MUST have the following data: Contract serial number AND name; Purchase order number; Site name address; Date of service; total labor hours for repair (as applicable for AS NEEDED service); Labor rate as per contract; Itemized replacement parts description; Pricing for each part (only for AS NEEDED service. FULL MAINTENANCE shall be no charge); Total tax on parts; Grand total.

All parts sold to the County must be detail itemized on each invoice.

- 4.8 **TAX:**
Taxes shall be imposed on parts or unit equipment purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

5.0 GENERAL SPECIFICATIONS:

5.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid or proposal will be a requirements contract. The quantities shown are the County's best estimate of it's needs for the term of the contract. However, this contract does not guarantee that any purchases will be made.

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It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

5.0 GENERAL SPECIFICATIONS: (continued)

5.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

5.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two(2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

5.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the Phoenix Metropolitan Price Index as reported for "Arizona Business" as published by the Center for Business Research, Arizona State University of Business, Tempe, Arizona, 85287-4406, Telephone (602) 956-3961 per contract period and must be approved in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

5.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the vendor.

5.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

5.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement.

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Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

5.0 GENERAL SPECIFICATIONS: (continued)

5.8 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

5.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Contractor's work or services. Contractor's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the County.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

5.0 GENERAL SPECIFICATIONS: (continued)

5.11 INSURANCE REQUIREMENTS: (continued)

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service

Office, Inc. Additional Insured, Form B, CG 20101093, or replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

5.0 GENERAL SPECIFICATIONS: (continued)

5.11 INSURANCE REQUIREMENTS: (continued)

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

5.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance. All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

5.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title A \$25.00

administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

5.14 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

5.0 GENERAL SPECIFICATIONS: (continued)

5.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

5.16 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

5.17 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

5.18 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Facilities & Equipment Management Department (using department) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

5.20 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

5.21 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.22 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing

under this Agreement and to permit County inspection of personnel records to verify such compliance.

5.23 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

5.0 GENERAL SPECIFICATIONS: (continued)

5.24 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.25 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

5.0 GENERAL SPECIFICATIONS: (continued)

5.26 Statutory Right of Cancellation for Conflict of Interest:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

5.27 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.28 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

5.29 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.30 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require

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repayment of the disallowed amount by the Contractor forthwith
issuing a check payable to Maricopa County.

5.0 **GENERAL SPECIFICATIONS:** (continued)

5.31 **P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

5.32 **REFERENCES:**

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.33 **BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

5.34 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.35 **SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

5.0 GENERAL SPECIFICATIONS: (continued)

5.36 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

5.37 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.38 AMPLIFYING DATA:

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

5.39 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

5.40 DELIVERY:

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

5.41 PERFORMANCE BOND:

The successful bidder will be required to furnish a performance bond in the amount of \$25,000.00 within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as

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date of delivery of performance bond. Vendors are requested to tender this bond on AIA Document A312. 1 Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

5.0 GENERAL SPECIFICATIONS: (continued)

5.42 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.43 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.44 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

5.45 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

5.46 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.47 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

- 5.47.1 Compliance with specifications
- 5.47.2 Proven performance of system
- 5.47.3 Ease of operation
- 5.47.4 Cost including acquisition, maintenance and operation
- 5.47.5 Cost
- 5.47.6 Vendor performance history
- 5.47.7 Superior design features advantageous to the County

5.48 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

5.49 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE

SERIAL 97199-SC

enterprises may be obtained by contacting George Bravakos, Contracts Compliance Coordinator for Maricopa County at (602) 506-4068. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

5.0 GENERAL SPECIFICATIONS: (continued)

5.50 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 5.50.1 Cancel the contract, if it is currently in effect.
- 5.50.2 Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
- 5.50.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

5.51 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

5.52 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.53 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-

responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

5.54 CONTRACT ASSIGNMENT:

Maricopa County reserves the unilateral right to assign this contract, including all rights and obligations herein, to any entity which undertakes the County's responsibility to operate in whole or in part the Maricopa Health System pursuant to Serial 95186-S.

5.0 GENERAL SPECIFICATIONS: (continued)

5.55 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

All inquiries shall be addressed to:

~~KUNJAN DAYAL~~, PROCUREMENT SPECIALIST - phone (602) 506-3248 **8020**
DORENE DOOLEY CONSULTANT fax (602) 258-1573

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

~~KD DD/af~~ mm
cc: VARIOUS

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(BIDDERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)

BEST ACCESS LOCKING SYSTEMS, 8281 E.GELDING CELDINE DR., SCOTTSDALE, AZ 85260

6.0 PRICING:

S076917/B0604598

Per specifications, pricing as bid:

FULL MAINTENANCE SERVICE:

Per specifications, Full Maintenance Service:

6.1	Flood Control Administration	\$ <u>5040.00</u> /per year
6.2	Flood Control Operations	\$ <u>1675.00</u> /per year
6.3	MCDOT Administration	\$ <u>6840.00</u> /per year
6.4	County Administration Building	\$ <u>8640.00</u> /per year
6.5	Facilities Management Building & Garage	\$ <u>4800.00</u> /per year
6.6	Public Health (Parking Gate)	\$ <u>2520.00</u> /per year

AS NEEDED SERVICE:

Labor, for As Needed Service, per specifications (If no FULL MAINTENANCE program is chosen):

	<u>REGULAR HOURS</u>	<u>EMERGENCY AFTER HOURS</u>
6.6 All sites:	\$ <u>60.00</u> /per hour	\$ <u>90.00</u> /per hour
6.7 Labor for services outside the scope of this contract:	\$ <u>60.00</u> /per hour	
6.8 All parts/components, cost plus <u>30</u> %		

Terms: Net 30

Federal ID#: ~~86-0828455~~ 35-1842918

Vendor Number: ~~860828455-A~~ 351842918
480/ 443-0990/ 480

Telephone/Fax No.: (602)956-1011/(602)483-7062

Contract Period: To cover the period ending February 28, ~~2001~~ 2002 2003.